

Number	Topic	Question	Response	Date Added
1	Existing Contracts	What actions are required for existing contracts?	<p>Contracting officers should assess active contracts for potential impacts from disruption resulting from COVID-19. Contracting officers should take an inventory, noting:</p> <ol style="list-style-type: none"> <li>1. which contracts have <b>no potential</b> for impact and can continue business as usual,</li> <li>2. which contracts <b>have potential</b> for impact but <b>can be performed remotely</b> or virtually,</li> <li>3. which contracts <b>must be performed onsite</b> and are <b>mission critical or essential</b>, and</li> <li>4. which contracts <b>must be performed onsite</b> but are <b>not mission critical or essential</b>.</li> </ol> <p>Discuss with contractors any challenges they may be facing or may expect to face due to the ongoing situation. Identify potential alternate sources of supply or substitute products to mitigate disruptions.</p> <p>Communicate with key customers to keep them informed of any issues you have identified and any measures you are taking to mitigate them.</p>	3/13/20
2	Existing Contracts	For existing contracts, what contract administration flexibilities exist? (For lease contracts, see leasing specific questions and answers)	<p>Contracts have clauses that can help manage COVID-19 issues as they arise.</p> <p>The Government may delay acceptance of deliverables through the appropriate excusable delays clause that applies to the contract: FAR Clause 52.249-14 or FAR Clause 52.212-4(f), which includes "epidemics" and "quarantine restrictions".</p> <p>The Government may also provide for time extensions of construction contracts using the appropriate time extension clause that applies to the contract: FAR Clause 52.211-13 or GSAR Clause 552.211-13.</p> <p>The Government may make changes to the contract by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c).</p> <p>Additionally, the Government may suspend or stop performance through appropriate clauses: FAR Clause 52.242-14 or FAR Clause 52.242-15.</p> <p>Finally, the Government may terminate all or any part of a contract for its sole convenience if the work is no longer needed due to COVID-19 issues. Use the appropriate clause that applies to the contract: FAR Clause 52.249-1 through 52.249-7 or FAR Clause 52.212-4(l).</p> <p>Each of these clauses provides certain rights and obligations to the contracting parties.</p>	3/13/20
3	Existing Contracts	What if the place of performance for a contract is a Government facility that is closed due to a public health emergency?	<p>If possible, COs should change the place of performance to allow for work to be completed virtually. The Government may make changes to the contract by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c). Otherwise, if access to Government facilities is required to perform the contract: Fixed Price: Unless specified in the contract, fixed-price contracts generally would not be adjusted for a work stoppage as long as the stoppage isn't prolonged and the schedule can still be met. Cost Reimbursement (CR), Time &amp; Materials (T&amp;M), Labor Hour (LH): Under a CR, T&amp;M or LH pricing arrangement, the FAR does not specifically provide guidance if a contractor is prevented from working due to circumstances beyond its control. If the contract does not include language addressing such issues, COs may need to consider suspending, stopping, or terminating work.</p>	3/13/20
4	Existing Contracts	What if there are no Government personnel available at the place of performance or designated delivery point to accept a contract deliverable?	<p>If possible, COs should change the delivery date, location, and/or method to allow for inspection and acceptance of the deliverable.</p> <p>If inspection and acceptance of the deliverable cannot be completed by the Government, the contractor may store and retain ownership of the deliverable. The contractor may be entitled to an equitable adjustment.</p> <p>Extended inspection and acceptance periods beyond the terms of the contract may not relieve the Government of its prompt pay responsibilities (see FAR 32.9 <i>Prompt Payment</i>).</p>	3/13/20
5	Existing Contracts	Can existing contracts be changed to require contractor personnel to work from home?	<p>FAR 7.108 states that agencies "shall generally not discourage a contractor from allowing its employees to telecommute in the performance of Government contracts". COs may work with the contractor to allow contracting personnel to work from home if the work can be completed virtually and the contractor authorizes its employees to work virtually. The Government may make changes to the contract by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c).</p>	3/13/20
6	Existing Contracts	Do PBS building service contractors have to provide continuity of operations for COVID-19?	<p>PBS contracts using the national custodial or operations &amp; maintenance specifications require building service contractors to operate facilities and participate in emergency operations to the fullest extent possible during all emergency situations unless ordered to evacuate the building by a Government representative, emergency personnel, or the authority having jurisdiction.</p> <p>The contractor's proposal should include an emergency operations plan within the building operating plan that outlines their responsibilities.</p>	3/13/20

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7	Existing Contracts	What if a contract requires travel for performance of the contract requirements?	<p>If the work can be completed without travel, COs may issue a bilateral modification to cancel the travel requirement using the applicable change clause: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c).</p> <p>If travel in support of a contract has already been booked and cannot be recovered, COs may still compensate the contractor for the expense.</p>	3/13/20
8	Existing Contracts	What if contractors are unable to deliver a product because components or parts are not available?	<p>Check to see if the required supplies are available under GSA's Disaster Relief and Emergency Preparedness Schedules on GSA Advantage.</p> <p>Consult the Disaster Response Registry via SAM (click "search records" and then click "Disaster Response Registry Search" on the bottom right of the next page) for availability of contractors for distribution of supplies and other emergency relief activities (see FAR 18.102).</p> <p>COs may accept delayed delivery (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)), and may issue a bilateral modification to the contract using the applicable change clause (see FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c)).</p> <p>Additionally, note the acquisition flexibilities permitted for emergencies, such as:</p> <ul style="list-style-type: none"> <li>- Exception to Full and Open Competition for Urgent Requirements: FAR 6.302-2</li> <li>- Waiver for AbilityOne Advance Notice: FAR 8.712(d)</li> <li>- Waiver of Cargo Preference: FAR 47.502(c)</li> </ul> <p>COs should proactively engage with each contractor to address potential performance issues before they arise. Some issues may require unique solutions and may legitimately increase costs. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p>	3/13/20
9	Existing Contracts	What if service providers cannot perform because subcontractor services or materials they need are not available?	<p>COVID-19 may be considered an excusable delay as an "epidemic" (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)). In accordance with FAR 52.249-14(b) if a prime contractor cannot perform because of the failure of a subcontractor, the contractor may not be at fault unless the subcontracted services were obtainable from other sources.</p> <p>COs may accept delayed delivery (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)), and may issue a bilateral modification to the contract using the applicable change clause (see FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c)).</p> <p>If mission needs do not permit an extension, no adverse findings should be drawn about the contractor. The contract or order may be terminated for convenience. Additionally, note the acquisition flexibilities permitted for emergencies, such as:</p> <ul style="list-style-type: none"> <li>- Exception to Full and Open Competition for Urgent Requirements: FAR 6.302-2</li> <li>- Retroactive Overtime Approvals: FAR 22.103-4(i)</li> </ul> <p>COs should proactively engage with your contractor to address potential performance issues before they arise. Some issues may require unique solutions and may legitimately increase costs. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p>	3/13/20
10	Existing Contracts	Can a contractor be compensated for additional personal protective equipment (PPE) that they feel is necessary to perform a contract?	<p>Yes, in some cases. The COR should review the contractor's request, determine if the request is within scope and make recommendations to the CO regarding technical and cost issues. COs may consider the request in the context of the contractor's COVID-19 epidemic continuity plan, if available. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p>	3/13/20
11	Existing Contracts	Are contractors entitled to compensation for idle staff costs, shut-down/start-up costs, etc., if performance is not possible due to the Government's unavailability (i.e., the Government facility is closed, Government personnel are not available to accept the deliverable)?	<p>Unless specified in the contract, fixed-price contracts generally would not be adjusted for a work stoppage as long as the stoppage isn't prolonged. If performance is not possible due to Government unavailability, adjustments may need to be made in the performance dates and for any increases in the cost of performance in accordance with the applicable changes clause.</p> <p>Under a cost reimbursement, time-and-materials or labor hour pricing arrangement, the FAR does not specifically provide guidance if a contractor is prevented from working due to circumstances beyond its control. However, unless the contract contains language addressing such issues, the governing clauses at FAR 52.216-8, FAR 52.232-7, and FAR 52.212-4(i) do not authorize payment for direct labor hours not performed.</p> <p>COs should proactively engage with each contractor to address potential performance issues before they arise. Some issues may require unique solutions and may legitimately increase costs. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p>	3/13/20

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12	Existing Contracts	Can a contract period of performance be extended due to COVID-19 impacts to a contract?	Yes, the Government may make changes to the period of performance by using the appropriate changes clause that applies to the contract: FAR Clause 52.243-1 through 52.243-4 or FAR Clause 52.212-4(c). Note that COVID-19 may be considered an excusable delay as an "epidemic" (see FAR Clause 52.249-14 or FAR Clause 52.212-4(f)). As such, the contract period of performance may be changed without having to use the option to extend clause (see FAR Clause 52.217-8). The contractor may also be entitled to an equitable adjustment in contract terms.	3/13/20
13	Existing Contracts	If the Government suspends or stops work, can a contractor still get paid?	<p>Yes. Payments may be made in accordance with the terms and conditions of the contract for items delivered and accepted by the Government prior to the suspension or stop-work order. Contractors may also be entitled to an equitable adjustment for additional costs associated with the suspension or stop-work order (see FAR Clause 52.242-14 <i>Suspension of Work</i> or FAR Clause 52.242-15 <i>Stop-Work Order</i>).</p> <p>In the event items are not provided or required by the Government because of COVID-19, payment reductions may be computed.</p> <p>COs should consider other alternatives such as delaying deliverables and should consider the costs of start-up before suspending or stopping work, i.e., is it in the Government's best interest to continue with the existing contractor for a short-term emergency period rather than shut-down and start-up again later.</p>	3/13/20
14	Existing Contracts	Can part or all of a contract be de-scoped or terminated as a result of COVID-19 impacts? (For lease contracts, see leasing specific questions and answers)	<p>Yes. The Government may terminate all or any part of a contract for its sole convenience, considering whether the work is no longer needed due to COVID-19 issues, through the appropriate clause that applies to the contract: FAR Clause 52.249-1 through 52.249-7 or FAR Clause 52.212-4(l). Each of these clauses provides certain rights and obligations to the contracting parties.</p> <p>COs should engage with each contractor to address potential performance issues, some may require unique solutions. COs should consider other alternatives such as delaying deliverables and should consider the costs of repurchase before terminating all or any part of a contract, i.e., is it in the Government's best interest to continue with the existing contractor for a short-term emergency period rather than resolicit, onboard and transition to a possible new contractor later. Consider all options available and use good business judgement to accomplish the mission without endangering the health or safety of the Government and contractor workforce.</p> <p>In the case of partial or complete termination for convenience, paragraph 6(b) of GSA Order ADM 5000.4A requires coordination with assigned legal counsel prior to taking action.</p>	3/13/20
15	New Contracts	For new contract actions, what acquisition flexibilities exist? (For lease contracts, see leasing specific questions and answers)	<p>The FAR includes many acquisition flexibilities that are available to the contracting officer when certain conditions are met. These acquisition flexibilities do not require an emergency declaration under the Stafford Act (see Questions 3 and 4). See FAR Subpart 18.1 and the Acquisition Portal Emergency Acquisition page for more details. A few highlights include:</p> <ul style="list-style-type: none"> <li>- Exception to Full and Open <b>Competition</b> for Urgent Requirements: FAR 6.302-2</li> <li>- Exemption for <b>SAM Registration</b>: FAR 4.1102(a)</li> <li>- Waiver for <b>AbilityOne</b> Advance Notice: FAR 8.712(d)</li> <li>- Nonenforcement of <b>Qualification List</b> Requirements: FAR 9.206-1(b)</li> <li>- Retroactive <b>Overtime</b> Approvals: FAR 22.103-4(i)</li> <li>- Exemption from <b>Electronic Funds Transfer</b> Requirements: FAR 32.1103(e)</li> <li>- Waiver of <b>Cargo Preference</b>: FAR 47.502(c)</li> </ul>	3/13/20
16	Existing Contracts	Can a plan for continuing contract services be incorporated into existing contracts?	<p>Yes. While many of GSA's owned buildings already have custodial pandemic plans for continued operations, other contracts may not. COs may request contractors to submit a plan that safeguards its employees and provides for continued operations considering the COVID-19 epidemic. If this plan isn't already included in the contract, the CO will need to work with the contractor to obtain a plan that outlines the steps the contractor will take to prevent and reduce the spread and mitigate the potential effect of COVID-19 on operations. Given the unpredictable length and severity of COVID-19, the contractor's plan should consider their planned actions relative to the periods and phases of a pandemic as described by the World Health Organization, see <a href="https://www.who.int/influenza/resources/documents/pandemic_phase_descriptions_and_actions.pdf">https://www.who.int/influenza/resources/documents/pandemic_phase_descriptions_and_actions.pdf</a>.</p> <p>If the plan changes the contract's price or performance time, either directly as part of the change or indirectly by adjusting the conditions of performance, the contractor may be entitled to an equitable adjustment.</p>	3/17/20
17	Existing Contracts	What authority does the Government have in dealing with sick (or potentially sick) contractor personnel working in a Government facility? (For lease contracts, see leasing specific questions and answers)	Unless the contract is for personal services (which is rare), Government employees should not provide direction to a contractor employee. As with all contract administration issues, Government employees may communicate this as a performance concern to the contracting officer. Contracting officers may share the concern with the contractor management point of contact.	3/17/20

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18	Existing Contracts	Can contractors take home Government furnished equipment (GFE) to facilitate telework?	Yes, COs may provide provide GFE to contractors when it is clearly demonstrated to be in the Government's best interest and the other factors at FAR 45.102(b) apply. Contractor use of GFE at home is not precluded by the FAR. Contracts must be modified to include the applicable clause listed at FAR 45.107 if not already included. COs should ensure that the contractor's property management system can adequately track and account for all GFE as required by the applicable clause listed at FAR 45.107. All security procedures to issue GFE to contractor employees must be followed prior to issuing GFE per Acquisition Letter MV-19-04 ( <a href="https://www.gsa.gov/cdnstatic/MV-19-04_0.pdf">https://www.gsa.gov/cdnstatic/MV-19-04_0.pdf</a> ).	3/18/20
19	General	Has the Coronavirus Disease 2019 (COVID-19) been declared an emergency?	The Coronavirus Disease 2019 (COVID-19) has been declared an emergency by the President on March 13, 2020. COVID-19 has also been declared a pandemic by the World Health Organization on March 11, 2020, and a public health emergency by the Secretary of Health and Human Services on January 31, 2020. See SPE Memos SPE-2020-06 and SPE-2020-07 for additional acquisition flexibilities.	3/18/20
20	New Contracts	Have procurement thresholds been raised?	The Coronavirus Disease 2019 (COVID-19) has been declared an emergency by the President on March 13, 2020. See SPE Memo SPE-2020-07 for emergency acquisition flexibilities, including increasing the micropurchase and simplified acquisition thresholds for applicable procurements.	3/18/20
21	Leasing	Can a tenant agency (not GSA) in a GSA leased space separately acquire cleaning services through their own service contract?	Yes, under certain conditions. If there is a confirmed or suspected case of COVID-19 occurring within the leased space, the customer tenant agency must immediately notify the GSA Property Manager. GSA will then contact the lessor and then either request a "detailed cleaning and disinfection" of the space or grant authority to the tenant to utilize their own contractor where appropriate.	3/18/20
22	Leasing	For existing lease contracts, what contract administration flexibilities exist?	On a case-by-case basis, the Lease Contracting Officer (LCO) may make changes to the lease by invoking the "Changes" clause in the General Clauses. Invoking the "Changes" clause will involve a bi-lateral modification to the lease contract. For the purposes of the Government's response to the Coronavirus, such changes would typically involve additional cleaning for leased buildings.	3/18/20
23	Leasing	Can part or all of a lease contract be de-scoped or terminated as a result of COVID-19 impacts?	With respect to de-scoping, refer to the "Changes" and "Proposals for Adjustment" clauses as contained in the General Clauses. With respect to termination, GSA leases may contain termination rights but they do not include a termination for convenience clause.	3/18/20
24	Leasing	For leased space, are lessors responsible for certifying the space is cleaned sufficiently for COVID-19?	For situations where "detailed cleaning and disinfection" or "routine cleaning and disinfection" are required in leased space, contractors are not required to "certify" that the space has been cleaned. They are, however, responsible to abide by the terms and conditions of the Government contract.	3/18/20
25	New Contracts	Do Government orders receive priority over commercial orders?	Generally, no. However, under certain circumstances once a national emergency has been declared by the President Federal customers may receive priority over other customers when the order is specifically labeled as a "rated" order under the Defense Priorities Allocation System (DPAS). Under Title I of the Defense Production Act of 1950 (50 U.S.C. App. 2061), delegated agencies may obtain preferential acceptance and performance of contracts and orders supporting certain approved national defense and energy programs and to allocate materials, services, and facilities in such a manner as to promote these approved programs. FAR subpart 11.6 and GSAM 511.6 outline the general policies and procedures for placing "rated" orders, and specific guidance for the COVID-19 response rated orders is covered through Acquisition Letter MV-20-05.	3/25/20
26	New Contracts	Does GSA have authority to use the DPAS System for priority rated orders to support the Government's COVID-19 response?	Yes, but the authority is limited to one office in FAS, and limited to specific types of items. On March 14, 2020 DHS determined GSA's emergency response program for COVID-19 was eligible for use of DPAS. On March 16, 2020, DOC gave rating authorization to GSA to use the DPAS system to provide telework equipment and cleaning supplies for COVID-19. On March 17, 2020, the GSA Administrator delegated the authority to place DO priority rated orders to the FAS Commissioner and the GSS Central Office Acquisition Division (QSAB) within the Office of General Supplies and Services. See Acquisition Letter MV-20-05 for more details on GSA's approved use of the DPAS System.	3/25/20
27	Existing Contracts	Do Schedule contracts include the DPAS rating clause FAR 52.211-15? Can orders under Schedule contracts carry a DPAS priority rating?	Schedule contracts do not include the DPAS rating clause at FAR 52.211-15. However, orders placed under Schedule contracts can carry a DPAS priority rating if the clause is included at the order level. Agencies must be deemed eligible by the the Department of Homeland Security (DHS) and receive authority from the Department of Commerce (DOC) to place rated orders. The DPAS priority rating is limited to products authorized by the DOC.  The FAS Commissioner and the GSS Central Office Acquisition Division received authorization from DHS on March 14, 2020 and DOC on March 16, 2020, to carry a DPAS priority for cleaning supplies and telework equipment. See Acquisition Letter MV-20-05 for more details on GSA's approved use of the DPAS System.	3/25/20

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28	Leasing	Do the increased procurement thresholds from SPE Memo SPE-2020-07 apply to PBS leasing?	<p>Yes. GSAM 570.102 defines simplified lease acquisition threshold (SLAT) to mean simplified acquisition threshold (SAT) per the FAR. So, for leasehold procurements related to COVID-19, the SLAT is \$750,000 (average annual amount of rent for the term of the lease, including option periods and excluding the cost of services). Per the SPE memo, this increase in SLAT only applies to lease procurements for "direct purposes of the response to Coronavirus Disease 2019".</p> <p>The SPE memo also states that "The threshold for simplified procedures for certain commercial items, including the acquisition of leasehold interests in real property, is increased to \$13 million (see FAR 13.500(c) and 18.202(d))." The reference to "leasehold interests" in this sentence is only referring to leases of commercial items or supplies. Leasehold interests as discussed at GSAM Part 570 are not considered commercial items.</p>	3/25/20